

General Terms and Conditions (GTC) Monthys AG

1. Contract Basis and Scope

These GTC apply to all contracts, deliveries, and services provided by Monthys AG, an assembly company specializing in carpentry and shopfitting. Together with individual agreements, they form the basis of cooperation with the client.

2. Conclusion of Contract

A contract is concluded through written confirmation of the offer or by execution of the services. Amendments and addition must be made in writing.

3. Services

The services are carried out according to the agreed plans, drawings, and schedules. Changes requested by the client require written consent and may result in price and schedule adjustments.

4. Prices and Payment Terms

Prices are based on the individually agreed tariff arrangement with the client. Invoices are payable without deduction within 15 days of receipt or according to the agreed payment term. In case of delayed payment, Monthys AG reserves the right to charge reminder fees and default interest.

5. Deadlines and Time Limits

Execution periods are generally non-binding unless explicitly agreed as binding. In cases of force majeure or unforeseeable circumstances, deadlines will be reasonably extended. Waiting times, such as due to delivery delays or missing materials, will be charged according to the agreed assembly rates.

6. Client's Obligations to Cooperate

The client must ensure the necessary conditions for the proper execution of the work. Delays caused by missing cooperation may result in additional costs.

7. Warranty

Defects must be reported in writing no later than 7 days after discovery. In the case of justified defects, rework will be carried out. Further claims are excluded to the extent permitted by law.

8. Liability

Monthys AG's liability is limited to intent and gross negligence. No liability is assumed for consequential damages or lost profits, unless required by law.

9. Data Protection

Monthys AG processes personal data exclusively in compliance with legal data protection regulations and only for the purpose of fulfilling the contract and maintaining customer communication. Data will only be shared with third parties if legally required or necessary for contractual performance.

10. Jurisdiction and Applicable Law

Swiss law applies. The place of jurisdiction is the registered office of Monthys AG, unless mandatory legal provisions stipulate otherwise.

11. Collective Labor Agreement (CLA) (Gesamtarbeitsvertrag (GAV))

Monthys AG is subject to the current Collective Labor Agreement (CLA) for the carpentry trade and aligns its working conditions accordingly.

12. Working Hours

Regular working hours are Monday to Friday between 06:00 and 20:00. Work outside these hours will be charged in accordance with the legal daily working time and the surcharges specified in the CLA.

13. Work Safety

Monthys AG complies with all statutory requirements for occupational safety and health protection. Employees are regularly trained and equipped. During assembly work, safety aspects are checked on site. The client or site owner is responsible for general site safety as well as cleanliness and order.

14. Right of Withdrawal

Withdrawal from the contract is only possible for good cause and in written form. If the client withdraws, any incurred costs may be charged. If the contract is terminated for reasons attributable to Monthys AG, a partial refund may be granted.

15. Material Storage

The client must provide suitable storage space for materials and tools at the construction site. Monthys AG is not liable for materials stored outside of its control.

16. Documentation

Upon completion of the work, Monthys AG will, upon request, provide the client with documentation of the performed services, including work reports, photo documentation, or handover records.